

**BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2018-163-E**

In Re:)	
)	
SolAmerica SC, LLC and Edgefield County)	
S1, LLC,)	
)	
Complainants,)	
)	
vs.)	
)	
South Carolina Electric & Gas Company)	
)	
Defendant/Respondent.)	
<hr style="width: 40%; margin-left: 0;"/>)	

**SOUTH CAROLINA ELECTRIC
& GAS COMPANY'S FIRST SET
OF DISCOVERY REQUESTS**

**TO: RICHARD L. WHITT, ESQUIRE, ATTORNEY FOR COMPLAINANTS/
PETITIONERS SOLAMERICA SC, LLC AND EDGEFIELD COUNTY S1, LLC**

Pursuant to 10 S.C. Code Ann. Regs. §§ 103-833, 103-835 and Rule 36 of the South Carolina Rules of Civil Procedure, South Carolina Electric & Gas Company ("SCE&G"), by and through its undersigned counsel, requests that SolAmerica SC, LLC and Edgefield County S1, LLC (collectively "Complainants") admit or deny the following requests to admit, answer the corresponding interrogatories under oath, and produce all documents or other materials responsive to the corresponding request for production within twenty (20) days of the date of service hereof to the offices of K. Chad Burgess, South Carolina Electric & Gas Company, Mail Code C222, 220 Operation Way Cayce, South Carolina 29033-3701 ("Discovery Requests"). Each matter for which admission or denial is requested shall be deemed admitted unless Complainants serve responses within the period required by Rule 36, SCRC.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information, documents, and other materials shall be provided to the undersigned in the format as requested.
2. That all responses to the below Discovery Requests shall be labeled using the same numbers as used herein.
3. That if the requested information, documents, or other materials are found in other places or in other exhibits, reference not be made to those, but, instead, that the information, documents, or other materials be reproduced and placed in the responses to the interrogatory or request for production in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications be directed to the undersigned.
5. That all exhibits be reduced to an 8.5" x 11" format.
6. If the response to any Discovery Request is that the information requested is not currently available, state why the information is not currently available and when the information requested will become available.
7. The corresponding Discovery Requests shall be deemed continuing so as to require Complainants to supplement or amend their responses as any additional information, documents, or other materials become available up to and through the date of hearing.
8. If a privilege not to answer is claimed, identify and describe each matter as to which privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

9. If a refusal to answer is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and costs required to conduct the search.

10. Answer based on the entire knowledge of Complainants, including information in the possession of Complainants, their officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

11. If any Discovery Request cannot be admitted, denied, or answered in full, admit, deny, or answer to the extent possible and specify the reasons for Complainants' inability to provide a complete admission, denial, or answer.

DEFINITIONS

1. The terms "SolAmerica," "Edgefield County S1," "Complainants," "Claimants," "You," and "Your" where used in these Discovery Requests refer to Complainant/Petitioner SolAmerica SC, LLC and/or Edgefield County S1, LLC, jointly and severally, together with their employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. They also include all other persons acting on behalf of Complainants/Petitioners SolAmerica SC, LLC and/or Edgefield County S1, LLC.

2. The term "SCE&G" where used in these Discovery Requests refers to Respondent South Carolina Electric & Gas Company, together with its employees, agents, consultants, experts, subsidiaries, affiliates, parents, and other operational or functional units and all officers, directors, owners, members, employees, agents, and representatives of these entities. It also includes all other persons acting on behalf of Respondent South Carolina Electric & Gas Company.

3. The term “PPA” means the Power Purchase Agreement between SCE&G and Edgefield County S1 entered into on April 9, 2018.

4. The term “IA” means the Interconnection Agreement between SCE&G and SolAmerica entered on October 4, 2016.

5. The term “Complaints” means the Request for Modification of the Interconnection Agreement and the Motion to Maintain Status Quo, both filed by Complainants with the Public Service Commission of South Carolina on or about May 9, 2018, and which were converted to Complaints by the Public Service Commission of South Carolina on or about June 6, 2018, and the Reply to Company’s Response to SolAmerica’s Motion and Request for Modification, filed by Complainants with the Public Service Commission of South Carolina on or about May 24, 2018, in the above-captioned matter.

6. The term “Action” shall mean shall mean the action initiated by Complainants before the Public Service Commission of South Carolina, Docket No. 2018-163-E.

7. The term “Project” shall mean a 10 MW solar generating facility that will be certified as a Qualifying Facility and connect to and operate on SCE&G’s systems and the purchase of power under the terms of the IA and PPA.

8. “Person” shall mean any individual, partnership, firm, association, corporation, government agency, or other business or legal entity.

9. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, books, records, letters, photographs, correspondence, communications, electronic mail, text messages, social media records, telegrams, cables, telex messages, evidences of payment, checks, memoranda, notes, notations, work papers, transcripts, minutes, reports, recordings of telephone

or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jotting, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, CD-ROMs, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Civil Procedure of any kind in Complainants' possession, custody or control or to which Complainants have access or know to exist. The above list is not meant to be exhaustive but to demonstrate the breadth of the items that may be considered "documents."

10. "Communication(s)" when used in these Discovery Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

11. "Identify" or "identity" used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the time in question. If the person was an officer, director, trustee, commissioner, or employee of respondent, also state the job title and areas of responsibility.

12. "Identify" or "identity" used with reference to a writing means to state the date, author, type of document (e.g., letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in respondent's possession or subject to its control, state what disposition was made of it.

13. "Address" means home address, mailing address, school address, and business

address.

14. Please construe “and” as well as “or” either disjunctively or conjunctively as necessary to bring within the scope of these Discovery Requests any information which might otherwise be construed outside their scope.

15. The terms “relating to,” “relate to,” and “related to” mean directly or indirectly, expressly or implied, mentioning, describing, pertaining to, being connected with, or reflecting upon the subject matter of the specific request.

REQUESTS FOR ADMISSIONS

1. Admit that the PPA is a valid written agreement signed by SolAmerica.
2. Admit that the IA is a valid written agreement signed by Edgefield County S1.
3. Admit that SolAmerica read the PPA before signing it.
4. Admit that Edgefield County S1 read the IA before signing it.
5. Admit that the PPA terminates if the Development Period Credit Support is not posted within 30 days of the effective date pursuant to Section 9.3 of the PPA.
6. Admit that extensions of Milestones under the IA are governed by Section 6.2.
7. Admit that in or around the fall of 2017 Complainants previously secured an extension of Milestones 4 through 8 under the IA.
8. Admit that Complainants were aware of the Milestones of the IA when SolAmerica entered into the PPA.
9. Admit that Complainants did not require the dates of the PPA align with the IA's Milestones when SolAmerica entered into the PPA.
10. Admit that Complainants did not request the dates of the PPA align with the IA's Milestones when SolAmerica entered into the PPA.
11. Admit that pursuant to Section 5.2(k) of the PPA, Edgefield County S1 agreed and acknowledged that "the Interconnection Agreement is (and will be) a separate agreement between [Edgefield County S1] and SCE&G Transmission."
12. Admit that the IA and PPA are separate agreements.

INTERROGATORIES

1. Give the names and addresses of persons known to the Complainants or counsel to have knowledge or to be witnesses concerning the facts of this Action and indicate whether or not written or recorded statements have been taken from these persons and indicate who has possession of such statements.

2. List the names and addresses of any expert witnesses whom the Complainants propose to use as a witness at the trial or hearing of this Action and state:

- a. the subject matter on which the expert witness is expected to testify;
- b. the conclusions and/or opinions of the expert witness and the basis therefor;
- c. the qualifications of each expert witness and the basis therefor; and
- d. the identity of any written reports of the expert witness regarding the claims that are the subject of this suit.

3. For each person known to the Complainants or counsel to have knowledge or be a witness concerning the facts of this Action, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such persons, or provide a copy of any written or recorded statements taken from such persons.

4. Set forth an itemized statement of any and all damages You allege You sustained as a result of any act or omission of SCE&G.

5. Identify all employees of Complainants from January 1, 2016 to the present and state whether any of those employees are or were also employed by any parent, subsidiary, affiliate, or sister company of Complainants during that period of time.

6. State whether Complainants are member-managed companies or manager-managed companies, and if Complainants are manager-managed companies, identify all members and all managers of Complainants from January 1, 2016 to the present, or if Complainants are member-managed companies, identify all members and state the position, role, and responsibilities of each member from January 1, 2016 to the present.

7. Identify and set forth all communications made by or received by Complainants related to the allegations in the Complaints. For each such communication, identify the subject of the communication; the type of communication; the names of the persons involved; the date and time of the communication; the place of the communication; and the person(s) who made the statement(s).

8. Set forth all facts You contend support Your allegation that “[SCE&G’s] Response improperly attempts to usurp the authority of this Commission, by deciding that SolAmerica’s Request for Modification should not be heard by this Commission.”

9. Set forth all facts You contend support Your allegation that “[SCE&G] also takes a remarkable position that it can ignore a provision of an Agreement, to which it is a signatory.”

10. Set forth all facts that show that Complainants proposed the earliest reasonable date by which Complainants could attain Milestone 4 and the remaining Milestones when Complainants requested a second extension of the Milestones under the IA.

11. Set forth all facts that support Your allegation or belief that there is “flexibility” in the IA’s Milestones.

12. Set forth all facts that support Your allegation that Complainants believed SCE&G would “agree to amend the final IA interconnection milestones dates to conform to the September 23, 2019 project completion deadline in the PPA.”

13. Set forth all attempts Complainants made to align the IA Milestones with those under the dates set forth in the PPA.

14. Set forth all attempts Complainants made to align the PPA dates with the IA Milestones.

15. Set forth the earliest date Complainants requested the alignment of the IA Milestones with those under the dates set forth in the PPA.

16. Set forth all reasons for Complainants' failure to align the dates under the PPA with the IA Milestones prior to execution of the PPA.

17. Set forth all reasons Complainants are entitled to a second extension of the Milestones in the IA.

18. Set forth all reasons Complainants are unable to complete Milestone 4 under the current timeframe provided under the IA.

19. Identify by Milestone every third party Complainants have engaged or plan to engage to complete each Milestone.

20. Identify all Persons Complainants have solicited to fund the Project and, if such Persons have been engaged to fund the Project, the amount at which such Person has been engaged.

21. Identify all Persons that have terminated any agreement or promise to fund the Project and set forth the date on which such Person terminated the agreement or promise to fund the Project.

22. Set forth all remaining work to be done by Complainants to complete the requirements of the IA and PPA and the corresponding deadline of completion required by the Agreement.

23. Describe in detail and set forth dates of completion of the following tasks:

- a. completion of environmental and geological diligence;
- b. negotiated and entered a tax agreement with Edgefield County;
- c. obtained additional easements and property rights necessary for the project; and
- d. redesigned the project.

24. Set forth each legal and regulatory requirement You refer to in the Request for Modification that relates to the Project with corresponding regulatory or legal citation and provide the date of satisfaction.

REQUESTS FOR PRODUCTION

1. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims set forth in the Complaints.
2. Produce all documents relied upon or referred to in responding to SCE&G's First Set of Interrogatories and First Set of Requests for Admission served contemporaneously herewith.
3. Produce all reports or other documents prepared by any expert witness retained by Complainants in this case, including a current curriculum vitae.
4. Produce all documents and communications relating in any way to this Action, including without limitation, all documents and communications Complainants intend to use in this Action.
5. Produce all documents, notes, and communications prepared, maintained, made, sent, or received by Complainants concerning the subject matter of the Complaints.
6. Produce all documents and communications Complainants have provided to or received from SCE&G or anyone acting on SCE&G's behalf regarding the subject matter of the Complaints.
7. Produce all documents and communications evidencing any damages You allege You sustained as a result of any act or omission of SCE&G.
8. Produce all communications made by or received by Complainants related to the allegations in the Complaints, including without limitation the IA, PPA, or Project.
9. Produce all documents and communications that support Your allegation that "[SCE&G's] Response improperly attempts to usurp the authority of this Commission, by deciding that SolAmerica's Request for Modification should not be heard by this Commission."

10. Produce all documents and communications that support Your allegation that “[SCE&G] also takes a remarkable position that it can ignore a provision of an Agreement, to which it is a signatory.”

11. Produce all documents and communications that support Your allegation that there is “flexibility” in the IA Milestones.

12. Produce all documents and communications that support Your allegation that You believed SCE&G would amend the IA Milestone dates.

13. Produce all documents and communications with third parties regarding or referencing the Milestones under the IA, including without limitation any contracts, quotes, invoices, bids, or estimates for work related to the Milestones.

14. Produce all documents relating to the PPA, including but not limited to all documents relating to the negotiation, execution, administration and/or termination of the PPA.

15. Produce all documents relating to the Interconnection Agreement, including, but not limited to, all documents related to the negotiation of, execution of, and/or work performed under the Interconnection Agreement.

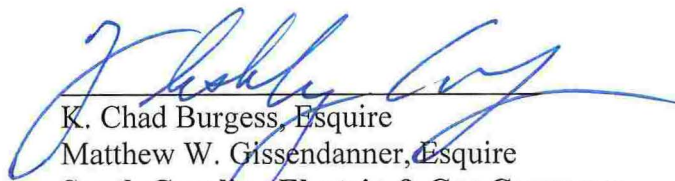
16. Produce all documents relating to the establishment, amendment (or decision not to amend), extension (or decision not to extend), compliance with, progress toward, or satisfaction of the Interconnection Dates in the Interconnection Agreement.

17. Produce all documents relating to Complainants’ construction and installation of the Project, including but not limited to, the actual and budgeted costs associated with the Project and the work that has been performed or remains to be performed.

18. All tax returns for Complainants from 2016 to present.

19. All financial statements for Complainants from 2016 to present including, but not limited to, ledgers, profit and loss statements, balance sheets, cash flow statements, and bank statements.

Respectfully Submitted,



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*Attorneys for South Carolina Electric &
Gas Company*

Cayce, South Carolina
This 3rd day of July, 2018

BEFORE THE
PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
DOCKET NO. 2018-163-E

In Re:)	
)	
SolAmerica SC, LLC and Edgefield County)	
S1, LLC,)	
)	
Complainants,)	
)	
vs.)	SOUTH CAROLINA ELECTRIC
)	& GAS COMPANY'S FIRST SET
South Carolina Electric & Gas Company)	OF DISCOVERY REQUESTS
)	
Defendant/Respondent.)	
_____)	

This is to certify that I have this day caused to be served upon the person(s) named below the ***First Set of Discovery Requests*** by electronic mail and/or by placing a copy of same in the United States Mail, postage prepaid, in an envelope addressed as follows:

(via email: rlwhitt@austinrogerspa.com)
 Richard L. Whitt
 Austin & Rogers, P.A.
 508 Hampton Street, Suite 300
 Columbia, South Carolina 29201

(via email: abateman@regstaff.sc.gov)
 Andrew M. Bateman
 Office of Regulatory Staff
 1401 Main Street, Suite 900
 Columbia, SC 29201

This 3 day of July, 2018

